

AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF SUGAR LAND, TEXAS

AGENDA OF 08-03-04 DEPARTMENT OF ORIGIN: ENGINEERING REQ. NO. X B

DATE SUBMITTED: 07-23-04

PREPARED BY: PATRICK M. WALSH, P.E. *PMW*

**SUBJECT: RESOLUTION No. 04-25 (ATTACHMENT B)
ADVANCED FUNDING AGREEMENT WITH TxDOT
STATE HIGHWAY 6/U.S. 90A IMPROVEMENTS**

PROCEEDING: CONSIDERATION AND ACTION

CLEARANCES: CITY ENGINEER *AK*
DIRECTOR OF FINANCE & ADMINISTRATION *LM*
ASSISTANT CITY MANAGER *PKH*

EXHIBITS: RESOLUTION No. 04-25; ADVANCED FUNDING AGREEMENT

APPROVED FOR SUBMITTAL: CITY MANAGER *Allen Bopar*

EXPENDITURE REQUIRED: \$763,742.91

AMOUNT BUDGETED: \$1,085,904.94 (CIP NO. ST0104)

APPROPRIATION REQUIRED: \$N/A

EXECUTIVE SUMMARY:

The Engineering Department requests City Council approval for the attached Resolution 04-25 and associated Advanced Funding Agreement, which provides City consent to fund improvements to be incorporated into the Texas Department of Transportation's (TxDOT) upcoming expansion of State Highway 6 (S.H. 6) and U.S. 90A.

TxDOT has completed the design of the expansion of S.H. 6 from First Colony Boulevard to north of U.S. 90A. This expansion will provide for an overpass over University Boulevard, U.S. 90A and the railroad, and will include frontage roads at ground level. This project also includes the expansion of U.S. 90A from west of S.H. 6 to Ulrich Street. TxDOT expects to let this project to contractors in August 2004.

The subject resolution and agreement is similar to other agreements City Council has approved over the past several years that provided funding towards previous State route widening projects. The City is responsible for funding these improvements because either they involve relocation of a City utility within TxDOT right-of-way or because the City requested them per our Urban Beautification Policy and/or City Council direction.

The improvements funded through this agreement are as follows:

- **Two water line relocations that have been necessitated by the S.H. 6 expansion. The water lines requiring relocation are a 12-inch line along S.H. 6 near University Boulevard and an 8-inch line running under U.S. 90A near Ulrich Street;**
- **Relocation of a 6-inch sanitary sewer force main along S.H. 6 near Ditch “H”;**
- **Conduit for future irrigation of landscaping;**
- **Conduit for future illumination of the S.H. 6 northbound and southbound frontage roads, as well as the S.H. 6 median from First Colony Boulevard to the Ditch “H” bridge. As mentioned in an FYI memorandum to Council earlier this year, the illumination poles in these areas can be installed via a City project after the S.H. 6 expansion is completed. The S.H. 6/U.S. 90A project will include ornamental fluted illumination poles along the main lanes and bridge sections of these routes. The appearance of these poles will be consistent with those used on other State routes, and the ornamental upgrade cost for these poles will be addressed in a subsequent agreement with TxDOT;**
- **Aesthetic staining of concrete for the raised medians to provide contrast for wide expanses of concrete. The stained areas include islands at various intersections and the raised median of the S.H. 6 bridge sections as it goes over University Blvd. and U.S. 90A;**
- **Aesthetic upgrade to overhead directional sign columns, to be consistent with the theme established with the aesthetic columns constructed along U.S. 59; and**
- **Eight (8) incident management cameras to be installed at the intersections of S.H. 6 with U.S. 90A, University Boulevard, and First Colony Boulevard, as well as U.S. 90A at Ulrich Street.**

It should be noted that Resolution 04-25 includes a provision that limits the City’s funding liability to twice the costs shown in the agreement. This provision protects the City in the event that actual costs greatly exceed the estimated costs in the agreement. This provision was included in the agreement at the City’s insistence. However, the initial payment of \$763,742.91 to TxDOT is in accordance with TxDOT’s estimate for the above-mentioned items. This Resolution will be made a part of the Agreement as Attachment “B”.

These improvements were anticipated and sufficient funds are available in CIP No. ST0104 (S.H. 6 Grade Separation), which has an unencumbered balance of \$1,085,904.94.

RECOMMENDED ACTION:

Consideration and approval of the attached Resolution 04-25 and associated Advanced Funding Agreement, which provides City consent to fund improvements to be incorporated into TxDOT’s upcoming expansion of S.H. 6 and U.S. 90A in the amount of \$763,742.91.

RESOLUTION NO. 04-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR IMPROVEMENTS TO U.S. 90A AND STATE HIGHWAY 6, SUBJECT TO THE LIMITATION ON CITY FUNDING CONTAINED IN THIS RESOLUTION.

WHEREAS, the City wishes to fund specific improvements as part of the State's planned improvement and widening project for U.S. 90A and State Highway 6 [Project No. STP2004 (641)MM]; and

WHEREAS, the State, acting through the Texas Department of Transportation, has requested the City authorize the execution of an Advance Funding Agreement with the State to provide for the City's financial participation in the project; and

WHEREAS, the State has estimated costs of construction for which the City will be liable under the Advance Funding Agreement will be \$763,742.91; and

WHEREAS, under the Advance Funding Agreement the City is liable for actual construction costs in excess of the estimated costs; and

WHEREAS, the City is willing to agree to funding the actual construction costs up to a maximum of twice the estimated construction costs; and

WHEREAS, this Resolution will be attached to and be incorporated into the Advance Funding Agreement as Attachment B; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:**

Section 1. That it approves the attached "Advance Funding Agreement For Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match" for improvements and widening for portions of U.S. 90A and State Highway 6 located in the City of Sugar Land.

Section 2. That its approval is subject to the condition that the City is not liable under the Advance Funding Agreement for any construction costs that exceed \$1,527,485.82.

Section 3. That this Resolution is to be attached to the Advance Funding Agreement as Attachment B, and is incorporated into and is a part of the Advance Funding Agreement.

Section 4. That the condition in this Resolution establishing the City's maximum financial obligation for actual construction costs modifies and controls over any conflicting provision of the Advance Funding Agreement that is not part of this Resolution.

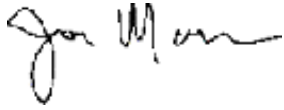
APPROVED on _____, 2004.

David G. Wallace, Mayor

ATTEST:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

A handwritten signature in black ink, appearing to read "Jon M. ...", is written below the text "Reviewed for Legal Compliance:". The signature is cursive and somewhat stylized.



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

July 20, 2004

CONTACT: PLAN REVIEW

BY CERTIFIED MAIL #7003 1680 0000 4930 3530

Fort Bend County
CSJ 0027-08-108
US 90A: 0.3 Miles West of SH 6 to Spur 58

SH 6: From 0.33 Miles SE of SPRR to 0.52 Miles North of US 90A
and 0.33 Miles SE of SPRR to Spur

Mr. Dale A. Rudick, P.E.
City Engineer
City of Sugar Land
P. O. Box 110
Sugar Land, Texas 77487

Dear Mr. Rudick:

Attached for your review and approval are two revised unexecuted counterparts of an Advance Funding Agreement for the subject project. The agreement is being revised to adjust the item quantities needed for the waterline adjustments. The purpose of this letter is to request the City of Sugar Land's approval and execution of the attached copies of the Advance Funding Agreement.

This agreement is for the funding of that portion of the improvement described as non-participating City upgrades, the adjustments of the waterlines and the adjustments to the sanitary sewer facilities within the limits of the proposed project. The total cost to the City is \$822,123.47, which includes the Construction Engineering and Contingencies.

The contract letting is currently scheduled for August 2004. Therefore, we respectfully request that the City expedite the processing and execution of this agreement. The two original copies should be properly executed and returned to this office for further handling. Once the two original copies of this agreement have been executed by the State, the duplicate original will be returned to your office.

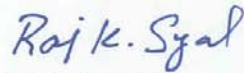


Mr. Dale Rudick, P.E.
July 20, 2004
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Please note that we need a copy of a resolution or motion of the governing body of your agency that commits funds to this project. This resolution is needed as Attachment B to the agreement. Please provide this funding commitment when you send the agreement to our office for further handling.

If you should have any questions concerning this matter, please contact Ms. Darlene Taylor of this office at (713) 802-5864.

Sincerely,



Raj K. Syal, P.E.
Director of Plan Review
Houston District

DDT

Attachments

cc: Mr. Gabriel Y. Johnson, P.E.
Mr. James W. Koch, P.E.
Mr. Mark D. Patterson, P.E.
Mr. Emmanuel O. Offodile, P.E.
Ms. Darlene Taylor

County: Fort Bend
CSJ: 0027-08-108, etc.
Project No.: STP 2004(641)MM
Location: US 90A: 0.3 Miles
West of SH 6 to Spur
58

SH 6: From 0.33 Miles
SE of SPRR to 0.52
Miles North of US 90A
and 0.33 Miles SE of
SPRR to Spur 58

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Sugar Land, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Numbers 108812, 109335, and 109640 authorize the State to undertake and complete a highway improvement generally described as the widening of US 90A a four-lane divided roadway to an eight-lane divided urban facility with curb and gutter and the widening of SH 6 a four-lane divided roadway to a six-lane divided urban facility, grade separation at US 90A/SH 6 intersection, at grade frontage roads and ramps; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as non-participating City upgrades, which are clearly identified in Exhibits 1 through 3 to Attachment A, the adjustments of the waterlines and the adjustments to the sanitary sewer facilities within the limits of the proposed project, hereinafter collectively called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

The Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____ which is attached hereto and made a part hereof as Attachment B for the participation in this Project.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 4. Responsibilities of the Parties

The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 5. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider.

Article 6. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 7. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 8. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 10 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the local entity. The cost of providing such right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including expenses related to relocation, removal, or adjustment of eligible utilities.

Article 9. Maintenance

Upon completion of the Project, the Local Government will assume responsibility for the maintenance of the completed Project, with the exception of riprap, unless otherwise specified in Attachment A to this agreement.

Article 10. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 11. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

The City of Sugar Land

City Engineer
City of Sugar Land
P. O. Box 110
Sugar Land, Texas 77487-0110

State:

District Engineer
Texas Department of Transportation
P. O. Box 1386
Houston, Texas 77251-1386

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 12. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 14. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 15. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

Article 16. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT
THE CITY OF SUGAR LAND

By _____ Date _____

Typed or Printed Name and Title _____

Attest: _____

By _____ Date _____
City Secretary

Legal Department Approval

By _____

County: Fort Bend
CSJ: 0027-08-108, etc.
Project No.: STP 2004(641)MM
Location: US 90A: 0.3 Miles
West of SH 6 to Spur
58

SH 6: From 0.33 Miles
SE of SPRR to 0.52
Miles North of US 90A
and 0.33 Miles SE of
SPRR to Spur 58

**ATTACHMENT A
Payment Provision
and Work Responsibilities**

DESCRIPTION OF THE COST OF THE ITEMS OF WORK

The State will be responsible for the development and construction of the water line and sanitary sewer facilities within the limits of the proposed Project.

All work shall be in accordance with the State Standard Specifications for Construction of Highways, Streets and Bridges, which is incorporated herein by reference.

The Local Government's cost for its portion of the work will be based on the actual cost incurred. Exhibits 1 through 4 to Attachment A show the actual project costs for the adjustment of the proposed waterline and sanitary sewer facilities within the limits of the proposed Project. The estimated construction cost is \$763,742.91, which includes construction engineering and contingencies. The cost of \$763,742.91 is based on the Texas Department of Transportation low bid tabulation records and current estimating practice. The final cost will be based on actual project cost. No indirect cost will be charged for this project.

SCHEDULE OF PAYMENT

The Local Government will transmit to the State with the return of this Agreement, executed by the Local Government, a warrant or check in the amount of \$763,742.91 made payable to the "Texas Department of Transportation" to be used solely for the cost of improvements as requested by the Local Government.

ACTUAL COST AGREEMENT

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for the construction of the Project, the Local Government will, to the extent permitted by law, within 30 calendar days from the receipt of the State's written notification provide the additional funding to cover the State's anticipated additional costs.

If the Project cost less than the estimated \$763,742.91, a refund will be made by the State to the Local Government after a final audit of all costs has been finalized by the State.

County: Fort Bend
 CSJ: 0027-08-108, etc.
 Project No.: STP 2004(641)MM
 Location: US 90A: 0.3 Miles
 West of SH 6 to Spur
 58

SH 6: From 0.33 Miles
 SE of SPRR to 0.52
 Miles North of US 90A
 and 0.33 Miles SE of
 SPRR to Spur 58

0027-08-108
0.3 Miles West of SH 6 to Spur 58

Waterline Adjustments Paid by Local Government

ITEM NO.	DESCRIPTION CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
3513	0501		FIRE HYDRANT	EA	1.000	1,700.000	1,700.00
3513	0502		WET CONNECTIONS	EA	2.000	1,200.000	2,400.00
3513	0510		WATER MAIN PIPE (PVC 8")	LF	175.000	75.000	13,125.00
3513	****		CASING (STL) (18")	LF	24.000	400.000	9,600.00
3513	0511		GATE VALVE (6")	EA	1.000	600.000	600.00
			SUBTOTAL				\$ 27,425.00
			ENGINEERING AND CONTINGENCIES @7.5%				\$ 2,056.88
			TOTAL WATERLINE ADJUSTMENTS				\$ 29,481.88

Sanitary Sewer Adjustments Paid by Local Government

ITEM NO.	DESCRIPTION CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0000	****		SAN SEWER (MANH REHAB)	LF	21.000	400.000	8,400.00
			SUBTOTAL				\$ 8,400.00
			ENGINEERING AND CONTINGENCIES @7.5%				\$ 630.00
			TOTAL SANITARY SEWER ADJUSTMENTS				\$ 9,030.00

Non-Participating (City Upgrades)

ITEM NO.	DESCRIPTION CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0432	0522		RIPRAP (CONC)(CL B)(TINT)	CY	3.000	20.000**	60.00
0618	0521		CONDUIT (PVC)(SCHD 80)(4 ")	LF	894.000	9.500	8,493.00
1675	0501		CCTV FIELD EQUIPMENT		1.000	12,000.000	12,000.00
			SUBTOTAL				\$ 20,553.00
			ENGINEERING AND CONTINGENCIES @7.5%				\$ 1,541.48
			TOTAL NONPARTICIPATING (CITY UPGRADES)				\$ 22,094.48

** The cost for Item 0432 0522 riprap (conc) (CL B) (tint) is \$240 – This rip rap is actually to be stained, not tinted
 The cost for Item 0432 0524 riprap (conc) (CL B) (4 in) is \$220
 The Local Government is to pay the actual upgrade cost per CY or \$20.00 per CY

EXHIBIT 1 TO ATTACHMENT A

County: Fort Bend
 CSJ: 0027-08-108, etc.
 Project No.: STP 2004(641)MM
 Location: US 90A: 0.3 Miles
 West of SH 6 to Spur
 58

SH 6: From 0.33 Miles
 SE of SPRR to 0.52
 Miles North of US 90A
 and 0.33 Miles SE of
 SPRR to Spur 58

1685-06-023
 0.33 Miles SE of SPRR to 0.52 Miles North of US 90A

Non-Participating (City Upgrades)

ITEM NO.	DESCRIPTION CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0420	0554	016	CL C CONC (SIGN COLUMN)	CY	129.500	600.000	77,700.00
0420	****	016	CLASS S CONC (MEDIAN)(TINT)	CY	216.000	15.000*	3,240.00
0432	0522		RIPRAP (CONC)(CL B)(TINT)	CY	153.000	20.000**	3,060.00
0618	0521		CONDUIT (PVC)(SCHD 80)(4 ")	LF	516.000	9.500	4,902.00
0618	0518		CONDUIT PVC (SCHD 80) (2")	LF	4,267.000	5.000	21,335.00
0618	0539		CONDUIT PVC (SCHD 80) (2") (BORE)	LF	157.000	18.000	2,826.00
1675	0501		CCTV FIELD EQUIPMENT	EA	4.000	12,000.000	48,000.00
			SUBTOTAL				\$ 161,063.00
			ENGINEERING AND CONTINGENCIES @7.5%				\$ 12,079.73
			TOTAL NONPARTICIPATING (CITY UPGRADES)				\$ 173,142.73

* The cost for Item 0420 *** (class S) (conc.) (median) (tint) is \$335 - This median is actually to be stained, not tinted
 The cost for regular (class S) (conc.) (median) is \$320
 The Local Government is to pay the actual upgrade cost per CY or \$15.00 per CY

** The cost for Item 0432 0522 riprap (conc) (CL B) (tint) is \$240 - This rip rap is actually to be stained, not tinted
 The cost for Item 0432 0524 riprap (conc) (CL B) (4 in) is \$220
 The Local Government is to pay the actual upgrade cost per CY or \$20.00 per CY

County: Fort Bend
 CSJ: 0027-08-108, etc.
 Project No.: STP 2004(641)MM
 Location: US 90A: 0.3 Miles
 West of SH 6 to Spur
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SH 6: From 0.33 Miles
 SE of SPRR to 0.52
 Miles North of US 90A
 and 0.33 Miles SE of
 SPRR to Spur 58

0192-01-050
 0.33 Miles SE of SPRR to Spur 58

Waterline Adjustments

ITEM NO.	DESCRIPTION CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0400	0516	016	STRUCT EXCAV (SPECIAL)	CY	516.000	5.000	2,580.00
0402	0501	001	TRENCH EXCAV PROTECTION	LF	889.000	2.500	2,222.50
3513	0501		FIRE HYDRANT	EA	4.000	1,700.000	6,800.00
3513	0502		WET CONNECTIONS (12")	EA	3.000	1,200.000	3,600.00
3513	0503		REMOVE AND RELOCATE METER AND BOX	EA	1.000	1,300.000	1,300.00
3513	0504		REMOVING AND SALVAGING FIRE HYDRANT	EA	4.000	650.000	2,600.00
3513	0507		WATER MAIN PIPE (STL) (12IN)	LF	442.000	125.000	55,250.00
3513	0509		WATER MAIN PIPE (PVC)(8 IN)	LF	18.000	60.000	1,080.00
3513	0510		WATER MAIN PIPE (PVC)(12 IN)	LF	1,471.000	75.000	110,325.00
3513	0511		GATE VALVE (6")	EA	4.000	600.000	2,400.00
3513	0512		GATE VALVE (8")	EA	1.000	825.000	825.00
3513	0537		REMOVE WATER VALVE AND BOX	EA	1.000	500.000	500.00
3513	****		CASING (SPLT)(STL)(12 IN)	LF	72.000	110.000	7,920.00
3513	****		CASING (STL)(24 IN)	LF	779.000	150.000	116,850.00
3513	****		JACK,TUN,BORE OR AUG CASING (STL)(24")	LF	90.000	125.000	11,250.00
			SUBTOTAL				\$ 325,502.50
			ENGINEERING AND CONTINGENCIES @7.5%				\$ 24,412.69
			TOTAL WATERLINE CONSTRUCTION				\$ 349,915.19

Sanitary Sewer Adjustments

ITEM NO.	DESCRIPTION CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
5531	0501		SAN SEW (TRENCH EXCAVATION PROTECTION)	LF	884.000	2.500	2,210.00
5531	****		SAN SEWER (FORCE MAIN)(STL)(6 IN)	LF	442.000	100.000	44,200.00
			SUBTOTAL				\$ 46,410.00
			ENGINEERING AND CONTINGENCIES @7.5%				\$ 3,480.75
			TOTAL SANITARY SEWER ADJUSTMENTS				\$ 49,890.75

Non-Participating (City Upgrades)

ITEM NO.	DESCRIPTION CODE	S.P. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
0420	0554	016	CL C CONC (SIGN COLUMN)	CY	72.100	600.000	43,260.00
0420	****	016	CLASS S CONC (MEDIAN)(TINT)	CY	142.500	15.000*	2,137.50
0432	0522		RIPRAP (CONC)(CL B)(TINT)	CY	255.000	20.000**	5,100.00
0618	0518		CONDUIT PVC (SCHD 80) (2")	LF	4,803.00	5.000	24,015.00
0618	0521		CONDUIT (PVC)(SCHD 80)(4 ")	LF	215.000	9.500	2,042.50
0618	0539		CONDUIT PVC (SCHD 80) (2") (BORE)	LF	475.00	18.000	8,550.00
1675	0501		CCTV FIELD EQUIPMENT		3.000	12,000.000	36,000.00
			SUBTOTAL				\$ 121,105.00
			ENGINEERING AND CONTINGENCIES @7.5%				\$ 9,082.88
			TOTAL NONPARTICIPATING (CITY UPGRADES)				\$ 130,187.87

* The cost for Item 0420 *** (class S) (conc.) (median) (tint) is \$335 – This median is actually to be stained, not tinted
The cost for regular (class S) (conc.) (median) is \$320
The Local Government is to pay the actual upgrade cost per CY or \$15.00 per CY

** The cost for Item 0432 0522 riprap (conc) (CL B) (tint) is \$240 - This rip rap is actually to be stained, not tinted
The cost for Item 0432 0524 riprap (conc) (CL B) (4 in) is \$220
The Local Government is to pay the actual upgrade cost per CY or \$20.00 per CY

**TOTAL PRELIMINARY CONSTRUCTION COST
FOR LOCAL GOVERNMENT**

0027-08-108		
City Utilities	\$ 38,511.88	
Non-Participating (City Upgrades)	\$ 22,094.48	
Cost for Local Government		\$ 60,606.36
1685-06-023		
Non-Participating (City Upgrades)	\$ 173,142.73	
Cost for Local Government		\$ 173,142.73
0192-01-050		
City Utilities	\$ 399,805.94	
Non-Participating (City Upgrades)	\$ 130,187.88	
Cost for Local Government		\$ 529,993.82
TOTAL CONSTRUCTION COSTS		\$ 763,742.91

ATTACHMENT B
Resolution of Local Government
Approving this Agreement